

Memorandum of Understanding

between the Franklin County Board of Education
and the Franklin County Education Association

In accordance with Tennessee Code Annotated 49-5-608 and 49-5-609, representatives from the Franklin County Education Association (hereafter referred to as 'Association') representing the eligible professional employees and the management personnel of the Franklin County Board of Education (hereafter referred to as 'Board') have engaged in Collaborative Conferencing. Pursuant to the terms of the law, the scope of the conferencing was limited to the following: salaries or wages, grievance procedures, insurance, fringe benefits, working conditions, leave, and payroll deductions. This *Memorandum of Understanding* records the understanding reached by the Board of Education and its professional employees as to the terms and conditions of professional service.

I. Payroll Deductions

Association Dues

A. Authorization

Education associations representing eligible professional employees shall furnish the Finance Office with a list of all members requesting dues deductions and the amount to be deducted. The Association shall be responsible for proper documentation to each member for which dues are deducted.

B. Regular Deduction

Dues shall be deducted at the rate of 1/9 of the total dues from the regular salary check for the teacher each month for nine months, beginning in October and ending in June of each year.

C. Pro-rated Deductions

Deductions for teachers authorizing dues deductions after the date of the commencement of deductions shall be appropriately pro-rated to complete payments by June.

D. Duration

Authorization for dues deduction by a teacher shall continue in effect from year to year, unless revoked in writing to the president of the respective association and Franklin County's Finance Office before September 1 of any new school year.

E. Termination of Teacher

If a member terminates his/her membership at the same time he/she terminates his/her employment, the Finance Office shall deduct a pro-rated amount (this amount shall not exceed a regular monthly payment) from the final paycheck as authorized by the President or designee of the respective association.

F. Transmission of Dues

With respect to membership dues deducted by the Finance Office, the Board shall request that the Finance Office remit to the respective association within ten (10) working days the total amount deducted, accompanied by an alphabetical list of teachers for whom such deductions have been made.

Tax Deferred Annuities

Tax deferred annuities shall be allowed for employees subject to the constraints imposed by federal regulations, carrier restrictions, and state approved payroll software.

Cafeteria Plan

The Cafeteria Plan – Section 125 shall be maintained annually.

Changes in Payroll Deductions

1. Any desired change in regard to payroll deduction vendors will be recommended to the Finance Office by both the Director of Schools and the president(s) of the association(s).
2. Any change in regard to payroll deduction vendors must be approved by the Finance Office. At least 20% of eligible employees must enroll in the program offered in order for the program to be included as a voluntary payroll deduction. If enrollment meets the 20% guideline and later drops, the program is open for reevaluation and can be discontinued.
3. The Finance Office will deduct from the salary of any professional employee and make the appropriate remittance to the specified vendor or organization only after appropriate written authorization from the professional employee has been received.

II. Leave

All employees are expected to perform the essential duties of their jobs including regular attendance. Failure to do so will result in progressive disciplinary action up to and including termination.

Short-term leaves of absence shall consist of the following: emergency, legal, sick, personal and professional leave.

A. Emergency and Legal Leave

Emergency Leave

An immediate supervisor may grant a certified employee emergency leave during the workday for a sudden, unexpected occurrence demanding immediate attention. Leave shall be taken as personal leave, sick leave, or leave without pay when applicable. The employee who uses emergency leave shall confirm said leave on appropriate forms the day after returning to work.

Jury Duty

If an employee is summoned for jury duty, the employee may request a postponement until a time outside the academic year so that disruption to the instructional year may be avoided. The following procedures shall regulate the leave for jury duty for these employees:

1. The employee shall present written evidence that he/she had been summoned to serve on a jury; and
2. The employee shall be entitled to the usual compensation.

Court Appearances

If a teacher or other employee appears in court because of a personal interest, whether as a plaintiff, defendant, or voluntarily appears in behalf of family or friends, or when an employee is required to appear in court either as a defendant or plaintiff in a civil case, a victim in a criminal case, or a witness in a civil or criminal case, personal leave or leave without pay shall be granted.

If a teacher or other employee is required to be in court regarding a case on school business, there shall not be a loss of regular pay.

B. Sick Leave

The time allowed for sick leave for (full-time) personnel shall be one (1) day for each month employed during the school year and shall accumulate for an unlimited number of days.

Sick leave shall be defined as: illness of the employee from natural causes or accident, quarantine, or illness or death of a member of the immediate family of a teacher, including the teacher's wife or husband, parents, grandparents, children, grandchildren, brothers, sisters, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, and sister-in-law. Sick leave may also be taken for a doctor/dentist appointment.

A signed statement listing the cause of absence shall be provided in support of all claims for sick leave pay. A falsified statement shall be grounds for dismissal. Verification from the attending physician is required after three (3) consecutive days of absence for professional employees.

A record of the leave actually taken the previous month as well as accumulated leave still available is up-dated and included on the employee's monthly notice of pay. Permanent, cumulative sick leave records for each active employee are updated and reconciled annually.

A teacher, upon employment, may transfer his/her accumulated sick leave from another Tennessee school system, provided that the Director of Schools of the system in which the accumulated leave was held provides notarized verification.

Sick leave for maternity purposes may be taken during the period of physical disability only as determined by the physician. A full-time employee may use up to thirty (30) days of accumulated sick leave for the adoption of a child. Written verification from the adoptive agency or other entity handling the adoption shall be required before the leave is granted.

Sick leave shall be cumulative for all earned days not used.

At the termination of the employment, records of all unused sick leave accumulated by the employee are maintained.

If a professional employee is employed by another school system in Tennessee, the employee may request that the accumulated leave days be transferred to that school system.

Additionally, retirement forms (TCRS) request notice of all unused sick leave days as of the last paid day prior to retirement; these days count as additional days of service toward retirement.

Bereavement Leave

Bereavement leave is available to all full-time professional employees as follows:

- Three (3) days for the death of a spouse, child (including step-child), or parent (including step-parent), and
- One (1) day for the death of a sibling or a grandparent.

These days are not to be charged to sick leave.

Appropriate notice of use of bereavement leave (including notice of the relationship to the full-time employee) must be included on the monthly documentation of absences.

Voluntary Sick Leave Bank

A voluntary sick leave bank (SLB) has been established for all personnel. The purpose of the SLB is to provide sick leave to active members of the bank who have suffered a serious, unplanned personal (member only) illness, injury, disability, or quarantine and whose personal sick leave is exhausted. A Committee of Trustees oversees the SLB in accordance with state law as well as the established rules and procedures.

Annually in the fall semester, full-time professional employees shall be polled to ascertain if they desire membership in the sick leave bank. Persons wishing to join shall initially give two (2) days of sick leave; these days are to be deducted from the employee's personal accumulation and placed in the sick leave bank on the employee's behalf. If a member has no accumulated days at the time of assessment, the first earned days shall be donated as they are accrued by the member.

Members remain in the sick leave bank until they leave the employment of Franklin County Schools or ask to withdraw from the membership. A member may withdraw (written notice is required) from the sick leave bank only on June 30 following the notice of withdrawal.

Additional granting of days is not required annually, just the first initial year. Once days are donated, they may not be withdrawn or reclaimed. However for the bank to remain solvent, if the number of days in the bank is less than one (1) per member or at any time the trustees of the plan deem it advisable, the trustees of the plan shall assess each member one (1) or more days of accumulated sick leave.

A member of the sick leave bank may request an allotment of days (for the employee's personal illness only) after the employee has exhausted all available leave (sick leave and personal leave) and is absent five (5) additional days without pay. The need for these days must be verified by a statement from the attending doctor. The Trustees determine if the request is granted or not; the Trustees may request a second medical opinion, if deemed necessary.

C. Personal and Professional Leave

Personal and professional leave shall be granted in accordance with laws of the State of Tennessee and rules and regulations of the State Board of Education.

Certified employees shall earn personal and professional leave at the rate of one day for each half-year employed for a total of two (2) days per year. Any personal and professional leave remaining unused at the end of a year shall be credited to sick leave.

If, at the termination of services, an employee has been absent for more days than leave has been earned, then an adjustment shall be made to the employee's final payout (the employee's daily rate times the excess days).

Subject to the following conditions, personal leave may be taken at the discretion of the employee:

1. Except in emergency, each employee shall give the principal at least one day's notice in writing of intent to take leave;
2. The approval of the principal of the school shall be required:
 - a. If more than ten percent (10%) of the teachers in any given school request its use on the same day;
 - b. If requested during any prior established student examination period;
 - c. If requested on the day immediately preceding or following a holiday or vacation period.
3. The prior approval of the Director of Schools (or designee) shall be required for a teacher to take personal leave on any day scheduled for professional development, in-service training, or parent-teacher conferences when those days are part of the adopted school district calendar.

Professional leave is a short, temporary absence for the purpose of attending workshops and other meetings relating to school business or serving on boards and commissions which meet during daytime hours when appointed by a mayor, city council, county mayor or county commission.

Requests shall be submitted to the principal at least five (5) days prior to the requested leave of absence.

In addition, certified employees shall be granted leave to serve on any board or commission of the state when the appointment is made by the Governor or General Assembly. Such leave shall not be counted against any other accumulated leave credits. The employee shall notify the principal at least five (5) days prior to leave being taken.

D. Long Term Leaves of Absence

Any employee that has requested, and been approved for leave for reasons of military service, legislative service, maternity, adoption, recuperation of health, educational improvements or other sufficient reason shall not lose accumulated leave credits, tenure status, or other fringe benefits.

All leaves shall be requested in writing at least thirty (30) days in advance. The 30-day notice may be waived or reduced by the Director of Schools upon submission of a certified statement by a physician or when deemed appropriate by the Director of Schools. The request for leave shall require:

1. A description of the type of leave requested;
2. The requested dates for beginning and ending the leave; and
3. A statement of intent to return to the position from which leave is granted.

Each request for leave must be acted upon by the Director of Schools within fifteen (15) days. Each applicant shall be notified in writing of the action of the director and, when approved and deemed appropriate, the beginning and ending dates of the leave which is granted. All leaves, except military leave, shall be from a specific date to a specific date. However, any leave may be extended by the Director of Schools upon further written request from the teacher, not to exceed two (2) consecutive calendar years. Military leave shall be granted for whatever period may be required.

If any employee, while on a leave of absence, takes a job (full-time or part-time), the employee shall immediately notify the Director of Schools and the leave of absence shall be declared void, and thus end.

Positions vacated for less than twelve (12) months by teachers on leave shall be filled with an interim teacher while the teacher is on leave. If the teacher returns from leave within twelve (12) months, the interim teacher shall relinquish the position. If the leave exceeds twelve (12) months, the teacher shall be placed in the same or a comparable position upon return.

A leave for a part-time professional employee may be granted by the Director of Schools upon written request under the same conditions as for a leave of absence for a full-time position.

If a leave of absence is for one complete school year (from August to June), then the teacher must notify the Director of Schools in writing prior to April 15 if he/she does or does not intend to return to work. Any teacher on leave shall notify the Director of Schools at least thirty (30) days prior to the date of return if the teacher does not intend to return to the

position from which he/she is on leave. Failure to give such notice shall be considered breach of contract.

Pay and Benefits

All leave granted in conformance with this MOU shall be without pay except as may be covered by sick leave in the case of maternity and recuperative leaves. Employees shall have the opportunity to continue participation, at their own expense, in group insurance plans subject to restrictions of the insuring carrier.

Employees who take leave under the provisions of the Family Medical Leave Act (FMLA) shall have the same portion of their insurance premiums paid by the Board as is paid for active employees. This leave is limited to twelve (12) weeks and subject to the restrictions and conditions of the Family and Medical Leave Act.

E. Family and Medical Leave

Family Medical Leave shall be granted in accordance with federal law.

F. Military Leave

Military leave shall be granted in accordance with both federal and state laws.

G. Physical Assault Leave

A teacher who is absent from assigned duties as a result of personal injury caused by physical assault or other violent criminal acts committed in the course of the teacher's employment duties shall receive workers' compensation or comparable benefits without loss of accumulated or granted sick, personal or professional leave.

The school system shall continue to pay the teacher's full benefits including, but not limited to, health insurance benefits, until the earlier of the date on which the teacher is released by the teacher's physician to return to work or the date on which the teacher is determined by the teacher's physician to be permanently disabled from returning to work.

A signed statement listing the cause of the absence shall be provided by the employee on forms furnished by the Director of Schools and shall promptly be given to the immediate supervisor in support of all claims. A certificate from the physician on forms furnished by the Director of Schools may also be required to verify the extent of the injury.

H. Legislative Leave

Certified employees who have been elected to state or local law-making bodies shall be granted personal leave or leave without pay for the time those law-making bodies are in official session or while attending official meetings outside the session.

In addition, certified employees shall be granted leave to serve on any board or commission of the state when the appointment is made by the Governor or General Assembly. Such

leave shall not be counted against any other accumulated leave credits. The employee shall notify the principal at least five (5) days prior to leave being taken.

III. Salary

- The salary schedule for the 2016-17 school years is set forth in Appendix A.
- Annually, each teacher shall be placed on his/her proper step of the salary schedule, in accordance with the following: annually when a teacher has accrued a partial year of 100 or more paid days, the teacher shall be placed at the next incremental step of the salary schedule.
- Experience shall be awarded in accordance with MRR 0520-01-02-.02(3).
- Teachers shall be paid in twelve (12) equal installments on or before the 15th of each month, beginning in September of the school year and extending through the following August.
- Teachers employed after the beginning of the school year shall be paid in equal installments beginning the month after initial employment and extending through the following August.
- The FCEA, as the duly selected representatives of the professional employees and the BOE PECCA teams shall meet annually prior to the budget process to discuss salaries. A recommendation shall be forwarded to the Board prior to the development of the budget.

IV. Grievance Procedures

- An affected employee shall have the right to the presence of one additional person to accompany him/her to discuss any possible grievance of this *Memorandum of Understanding* at any, and all, steps.
- A grievance may also be filed by the president of the Association if requested by a member or members of the Association.

Definitions

1. A 'Grievance' is an allegation by a professional (certified) employee that there has been a violation, misinterpretation, or misapplication of terms of this *Memorandum of Understanding*.
2. The term 'days' shall mean any day, Monday through Friday, on which schools are open during the normal school year. The first day to be counted shall be the day following the day on which time limits are based. After the last day of the normal school year, a 'day' shall be Monday through Friday, excluding holidays.
3. 'Immediate Supervisor' shall mean that person to whom a certified employee is responsible within the administration, to include an Assistant Principal or Principal.

Informal Procedure

If an employee feels that he/she has a grievance, he/she shall first discuss the matter with his/her immediate supervisor (normally the school principal) in an effort to resolve the problem informally at the lowest possible level. If the problem is not resolved informally, then the employee may declare that a grievance exists and the formal procedure invoked.

Formal Procedure

Level One

- a) If the grievant is not satisfied with the outcome of the informal procedure, he/she may present his/her alleged grievance formally in writing to the principal or other appropriate immediate administrator. A written grievance shall contain the following information: name, position and school/assignment of the grievant; a statement of the grievance and the facts involved; including relevant dates (including the informal conference); a reference to the applicable section(s) of this *Memorandum of Understanding*, the corrective action requested; signature of the grievant; and date of submission.

After receiving the MOU grievance, the immediate supervisor shall:

- i. Examine the documentation presented by the grievant and such other documentation as may be relevant and available; and
 - ii. If necessary, contact relevant parties to gather additional information.
- b) At the time of filing the Level One grievance, a conference shall be scheduled by the immediate supervisor within five (5) working days following the receipt of the grievance. The conference must take place within fifteen (15) days after it is received. The expectation is that this conference will take place as soon as possible.
- c) The Principal, or other immediate supervisor, within ten (10) working days after the conference shall render a written decision to the grievant.

Level Two

- a) If the grievant wishes to appeal the decision of Level One, the grievant may appeal in writing to the Director of School within five (5) work days of receipt of the written decision.
- b) Upon receipt of the Level Two Grievance, the Director of Schools shall schedule a conference within ten (10) work days. The conference must take place within thirty (30) days from when it was received.
- c) Within ten (10) days after the conference, the Director of Schools shall render a written decision to the grievant.

Level Three

- a) If the grievant wishes to appeal the Level Two decision, the grievant may appeal in writing to the Franklin County Board of Education within ten (10) work days after

receipt of the Level Two written decision provided that the subject matter of the grievance is within the statutory powers and duties of the Board.

- b) Provided that the subject matter of the grievance is within the statutory powers and duties of the Board and, if the professional employee is granted a hearing with the Board, this hearing shall be held no later than thirty-five (35) days following the request. The decision shall be sent to the aggrieved employee, the Director of Schools and the employee's representative.

Miscellaneous

1. A grievance may be withdrawn at any level without reprisal, prejudice, or record.
2. Failure by the grievant to appeal a grievance to the next level within the specified time herein shall be deemed to be acceptance of the decision rendered at that level.
3. No grievance shall be recognized by the school system unless it shall have been presented to the appropriate level (Informal Procedure) within ninety (90) days after the grievant knew, or should have known, of the act or condition on which the grievance is based and if not so presented, the grievance shall be considered as waived. This timeframe will be extended if the grievant is not physically or mentally capable of participating in the grievance procedures.
4. Nothing in this section should be construed as denying to any teacher the opportunity to consult with any supervisory or administrative officer in the school system.
5. At any level, time limits in this agreement may be extended by mutual consent of the parties; provided, however, that the intent of this process is to expedite the processing of all grievances.
6. Grievances, grievances answers, and materials directly related to grievances shall not be maintained in a certified employee's personnel file.
7. No reprisals shall be invoked against any employee for processing a grievance or participating in any way in the grievance procedure.
 - a. When a grievance involves more than one employee, a group of employees may submit a collective grievance at the appropriate level.
 - b. The grievant may be accompanied by an individual of their choosing or a representative of a recognized professional organization at any stage of the grievance.
8. Failure at any step of the procedure to communicate the written decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step.
9. If the grievant and the Director of Schools agree, Step 1 of the grievance procedure may be passed and the grievance brought directly to Step 2.
10. If the grievance is not applicable or appropriate to Level 1 as determined at the Informal Step, then the grievant and the Director of Schools may agree to move directly to Level 2.
11. If the grievant, Director of Schools, and Board of Education agree, Level 1 and Level 2 of the grievance procedure may be bypassed, and the grievance brought directly to Level 3.
12. Class grievances involving one or more employees or supervisors, and grievances involving an administrator above the building level may be initially filed by the grievant at Level 2.
13. Grievance meetings shall be conducted at times and places which will afford a fair and reasonable opportunity for all persons, including witnesses, who would be entitled to

attend. Such hearings will be conducted during non-school hours unless there is mutual agreement for other arrangements.

V. Working Conditions

- **Bus Duty**

Bus duty shall be assigned on a fair and equitable rotating basis (including itinerant teachers) for all teachers on a schedule designed by the principal.

- **Teaching Load**

The teaching load in schools shall not exceed 7 hours of pupil contact per day including a planning period if feasible.

- **Meetings**

Teachers may be required to remain after the end of the regular work day or come in early without additional compensation for the purpose of attending faculty or other professional meetings. Meetings will be no more than 75 minutes per month, with the exception of an emergency meeting called by the principal. Any emergency meeting called by the principal will be reported to the Director of Schools within 24 hours. The faculty and administration shall determine the first week of school what days, times, and how often the meetings will be held.

- **Teaching Assignments**

A copy of a tentative master schedule (assignment of teachers) for the next school year shall be made available to teachers no later than two (2) weeks prior to the beginning of the school year, if at all possible.

New teachers shall be given as much notice as possible in regard to their specific teaching assignments.

In the event that substantive changes in a teaching assignment are necessary (such as a grade level, subject, or school move) during the school year, each affected teacher shall be notified as soon as possible.

- **Normal Work Hours**

The normal work hours for a teacher shall require teachers to arrive no more than 15 minutes prior to the student instructional day and leave 15 minutes after the end of the student instructional day (or earlier at the principal's discretion) with the exception of other professional duties such as bus duty or agreed upon meetings.

Professional employees shall be required to sign-in and out daily.

- **Teaching Load/Additional Assignments**

Any assignment in addition to the normal teaching schedule during the regular school year, including homebound, adult education, extra duties, and summer school courses, shall not be obligatory but shall be with the consent of the teacher.

- **Salary and Wages/Extended Employment Payments**

Any employee requested to work more than two hundred (200) days shall be paid 1/200th of the employee's regular salary for each day worked. The extra days shall be with the mutual consent of the employee and the Director of Schools. Requested work beyond 200 days is on a school year basis with no assurance of extension from year to year. This only applies to employees on a 200-day contract.

- **Traveling Teachers**

Schedule of teachers who are assigned to more than one school shall be arranged so that no such teacher shall be required to engage in an unreasonable amount of inter-school travel. Teachers who travel will be provided duty free lunch and duty free planning. Teachers will be compensated for travel mileage for work-related travel at the state rate.

- **Notices of Vacancies/New Positions**

Notice of vacancies will be posted at each school and on the school system's website. Such notices must remain posted at least (5) working days before the position is filled. However up to four (4) weeks after the school year begins, if an unexpected vacancy occurs, the vacancy will be filled as soon as possible. Efforts will be made to notify the FCEA President in the event of such occurrence.

Such notices shall contain the date of posting, a description of the position, name and location of the school, requirements of the position, the named contact person (and applicable contact information) and the closing date of the posting.

- ✓ Teachers who desire a change in grade and/or subject assignment within the school may submit a statement of such desire to the appropriate school principal for consideration.
- ✓ Teachers who desire to transfer to another school shall submit a written request with the Director of Schools for his/her consideration no later than May 1 of any academic year. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he/she desires to be transferred in order of preference.
- ✓ Affected supervisors shall be notified at least five (5) days prior to the transfer.

- **Notification to the Association**

The Board shall give the Association a list of all teachers with the accompanying work sites upon request.

- **Teacher Materials & Facilities**

Each school shall maintain the following provisions for teachers:

1. Parking – Free and off-street adequate parking facilities which are identified for teachers' use except in the case of construction shall be provided.
2. Teacher Equipment – A chair, desk, LCD projector, computer, document camera, screen, and accessible printer shall be provided for each teacher. The computer shall be loaded with appropriate instructional software.

3. Protective Devices – If special clothing, equipment, and devices are required by the teacher to perform assigned duties in a safe manner, these items shall be provided without charge to the teacher.
 4. An appropriately furnished room or area shall be reserved for the exclusive use of teachers as a teacher work room. Space for a refrigerator, microwave, coffee pot, and a “faculty-only” restroom shall be made available to the staff.
 5. All state and local monies appropriated for materials and supplies will be distributed in accordance with state law.
 6. A copy machine shall be made available to aid teachers in the preparation of instructional materials.
 7. As funds are available, supplemental materials which are associated with newly adopted textbooks shall be provided to the appropriate teachers. Teachers shall have input in the acquisition and then subsequent use of newly available supplementary materials.
- **Safety**
 1. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.
 2. Teachers shall report unsafe or hazardous working condition(s) to the appropriate principal/supervisor. The principal or supervisor shall acknowledge receipt of the report.
 3. Teachers will be notified of any safety issues relevant to the teacher, including threats made against the teacher. Administrators will notify teachers of students in their class with a known history or tendency of violent behavior to the extent allowed by law and regulation.
 - **Progressive Discipline**

The normal progressive disciplinary steps for professional employees are: verbal conversation, verbal warning, written warning, suspension with pay, suspension without pay, and dismissal. Exceptions may be made to these steps depending upon the severity of the offense.
 - **Notification of Deficiencies**

A professional employee shall receive written notice of any deficiencies. This notice includes an expected correction and a specific timeline with a beginning and an ending date. This written notification to the employee may be included in, but is not limited to, the evaluation process.
 - **Right to Representation**

A professional employee shall be entitled to request representation by another school system employee when he/she is being reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance. Professional employees

may also be entitled to request representation anytime there is a concern that information being provided during questioning may lead to discipline.

- **Personnel File**

Access to Files - Any employee shall have the right, upon request, to review the contents of his/her personnel files whether maintained in the Director of Schools' office or the Principal's office and to receive copies of any documents contained herein.

Contents - The school board agrees not to establish any official personnel file, which is not available for the employee's inspection at the request of that employee. No information may be placed in the official system personnel file without written notification to the employee. The employee may, within ten (10) working days, attach a rebuttal to the document.

Maintenance - A log shall be maintained (Central office - Human Resources) indicating the non-school system personnel who have requested to examine personnel files as well as the dates such requests were made.

- **Due Process**

A professional employee will be provided due process before being discharged, suspended, or disciplined consistent with the provisions of Tennessee law.

All information forming the basis of disciplinary action will be made available to the professional employee.

- **Complaints**

Any complaint regarding a teacher made to any member of the administration or the designee by a parent, student, or other person who may be used in any manner in evaluating a teacher shall be promptly investigated. The teacher shall be given an opportunity to respond and meet with the person making the complaint in order that he/she may rebut or settle the complaint. If the administration or designee feels the situation is too volatile for the well-being of all parties, postponement or supervision of the meeting will be provided. If the complainant chooses not to attend a conference on this matter, the administration may proceed with the investigation and conference with the teacher. The teacher will be afforded the right to a school system representative; however, attendance availability of the representative shall not operate to delay the meeting.

If the complaint is satisfactorily resolved, no written material related to the complaint should be placed in the school system official personnel file. If a written complaint is to be placed in the teacher's personnel file, it is the teacher's responsibility to acknowledge within ten (10) days of receiving a copy of the complaint that he/she had the opportunity to review such complaint by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Director of Schools or his/her designee and attached to all copies.

When a complaint regarding a teacher is made to the administration, the complaint will first be addressed in a conference with the teacher's immediate supervisor (administrator), with the teacher given an opportunity to meet in the supervisor's presence with the complaining party. If the complaint is not satisfactorily resolved at this level, an appeal is available to the Director of Schools. The Director of Schools will schedule and hold a conference with the teacher and the complaining party. If the complaint is not satisfactorily resolved at this level, an appeal is available to the Board of Education.

- **In-Service Education**

All certified employees are encouraged to offer input into quality and relevant in-service opportunities.

VI. Fringe Benefits

- Sick Leave Bank – included in 'Leave'
- Bereavement Leave – included in 'Leave'
- Activity card will be provided annually to all full-time employees for the employee's free admission to sport events in the county (does not include tournament games); the employee will have to provide appropriate identification.
- TCRS – offers an opportunity to invest more if the employee so desires (encouraged through RetireReady)

VII. Insurance

- **Medical Insurance**

Currently 90% of the single coverage premiums of the state approved wellness medical insurance plan are paid by Franklin County Schools for all full-time employees. The employee may choose to have this same amount of money applied to other state approved medical plans and tiers but the employee is responsible for the financial difference in cost.

A commitment is made to continue to pay 90% of the single coverage premiums of the state approved wellness medical insurance plan even if/when the premiums increase as funds are available.

Efforts shall also be made to increase the percent paid by the employer to at least 95% of the same plan as funds are available (possibly adding 1% a year until 95% is paid by the employer).

- **Continuation of Medical Insurance Benefits after Retirement**

Professional employees of the Franklin County School System hired prior to 2014-2015 fiscal year will be eligible for Medical Insurance benefits after retirement if the employee meets one of the following criteria:

Must have a minimum of thirty (30) years of professional/certified service in Franklin County Schools or twenty-nine (29) years of service in Franklin County Schools with any accompanying year of accumulated sick leave (minimum of 200 days),

or

Must have reached the age of sixty (60) with a minimum of twenty-five (25) years of professional/certified service in Franklin County Schools, or twenty-four (24) years of service in Franklin County Schools with an accompanying year of accumulated sick leave (minimum of 200 days).

The Board shall pay the same percent of the individual's single medical premium as the Board pays for an active member until the employee is eligible to be covered for Medicare or Medicaid.

This section applies only to certified employees whose initial retirement was after June 30, 2005.

This benefit is available only to professional employees who qualify for continuation of medical insurance coverage (TCRS guidelines) after retirement and who submit the appropriate paperwork to TCRS within thirty (30) days of application for retirement benefits.

- Individual life insurance, annuities, dental, vision, and disability insurance are available; the employee is responsible for the associated cost.

Maintenance of Benefits

This *Memorandum of Understanding* does not eliminate, reduce, or otherwise detract from any teacher benefit existing prior to its effective date.

Duration

The provisions of the *Memorandum of Understanding* will be effective as of **(March 14, 2017)** and shall remain in effect for three (3) years from that date except as provided under the reopener below.

Reopener

The parties will meet to discuss “Salary and Insurance” no later than March 1 of every year so that it may be considered in the budget process. If any provisions of the *Memorandum of Understanding* (MOU) or any application of the MOU to any employee shall be found contrary to law, then the parties shall reconvene to address the issue.

Budget

All provisions of this *Memorandum of Understanding* are subject to appropriations made by the state and the local funding body. If the event that the funds appropriated do not support the terms of the MOU, those items affected will be subject to a re-convened conferencing session designed to bring the *Memorandum of Understanding* into compliance with the funds appropriated.

Appendix A

2016-17 Certified Salary Scale (2% increase approved by County Commission 6-21-2016)

'Master's + 30' or 'Doctorate' Levels - frozen for new hires as of May 8, 2015

Years of Experience	Multiplier	Bachelor	Master		Master's + 30 - frozen	Educational Specialist	* Doctorate - frozen
		36,720	40,596			40,596	
1	1.010	37,087	41,002			41,002	
2	1.020	37,454	41,408			41,408	
3	1.030	37,822	41,814			41,814	
4	1.040	38,189	42,220		42,220	42,220	
5	1.050	38,556	42,626		42,626	42,626	
6	1.060	38,923	43,032		44,625	46,410	
7	1.070	39,290	43,438		44,880	46,920	
8	1.080	39,658	43,844		45,390	47,430	
9	1.090	40,025	44,250		45,900	47,940	
10	1.100	40,392	44,656		46,920	48,450	
11	1.115	40,943	45,265		47,430	49,215	
12	1.130	41,494	45,873		47,940	49,980	
13	1.145	42,044	46,482		48,960	50,745	
14	1.160	42,595	47,091		49,980	51,510	
15	1.175	43,146	47,700		50,490	52,275	
16	1.195	43,880	48,512		51,000	53,040	
17	1.215	44,615	49,324		51,612	53,805	57,885
18	1.235	45,349	50,136		52,224	54,570	58,650
19	1.255	46,084	50,948		53,040	55,335	59,415
20	1.280	47,002	51,963		53,550	56,610	60,180

System-Wide Certified Employees (system-wide certified supervisors/administrators, school psychologists, speech/language teachers with a master's degree and C's) - 3.3 % more than the above applicable cell (degree and year of experience).

Certified employees are paid their daily rate for all days greater than 200 days.

*A newly hired teacher with a Doctorate Degree may be paid \$4,000 more than the appropriate cell for an EDS.

Approved by Franklin County Board of Education – Monday, March 13, 2017